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#### Contract Database Metadata Elements

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**AGREEMENT BETWEEN THE**

**JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT**

**AND THE**

**JORDAN-ELBRIDGE TEACHERS' ASSOCIATION**

**2005-2008**

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## **ARTICLE I**

### **AGREEMENT BETWEEN THE JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT AND THE JORDAN-ELBRIDGE TEACHERS' ASSOCIATION**

That, in accordance with Section 207 of the Civil Service Law, the Board of Education of the Jordan-Elbridge Central School District does hereby recognize the Jordan-Elbridge Teachers' Association as the exclusive representative of the unit of employees composed of all regularly employed full-time and part-time classroom teachers requiring certification by the New York State Education Department inclusive of kindergarten teacher(s), elementary teacher(s), guidance counselor(s), school psychologist(s), school social worker(s), speech therapist(s), secondary teacher(s), school librarian(s), school nurse (s), physical education teacher(s), music teacher(s), art teacher(s), home economics teacher(s), industrial arts teacher(s), driver education teacher(s), registered nurse(s), and long term substitute teachers who shall be defined as instructors who are employed for forty (40) consecutive days to replace teachers who are on unpaid leave but are expected to return. Also included are any other regularly employed special area classroom teachers for the purpose of collective negotiations and the settlement of grievances.

All employees who are not full-time or part-time classroom teachers requiring certification by the New York State Education Department are excluded from this collective bargaining unit.

## ARTICLE II **NEGOTIATIONS PROCEDURE**

### **A. Negotiations of Written Agreements**

- Section 1      The employer shall enter into negotiations with each representative organization which has been recognized by the employer in accordance with procedures under Article 14 of the Civil Service Law, within 30 days subsequent to the date of such recognition, or at such later date as may be mutually agreed upon between the employer and the representative organization, for the purpose of negotiating a written agreement in respect of the terms and conditions of employment of the employees of the unit represented by such organization, and the settlement of their grievances.
- Section 2      Every negotiated agreement resulting from negotiations held pursuant to Section O of these procedures shall be dated or signed by the employer, in the same manner as other contracts on behalf of the employer are executed, and shall be signed for the representative organization by the authorized officers of such organizations. The negotiated agreement shall specify the date on which such agreement shall take effect and the date when the same shall expire; provided, however, that the agreement may provide that the provisions thereof relating to the terms and conditions of employment for employees covered thereunder shall remain in full force and effect after the expiration date established in the agreement and until a new or different negotiated agreement has been entered into between the employer and the recognized employees organization representing the employees of the negotiating unit, but not for more than six months subsequent to the expiration date established in the negotiated agreement.
- Section 3      Each negotiated agreement shall apply equally to all employees included within the negotiating unit and all benefits and obligations thereof shall be extended to and bind each employee without regard to whether or not he is a member in good standing of any employee organization, provided, however, that nothing herein shall be construed to mean that the representative organization negotiating the agreement is required to furnish counsel or assistance to any individual employee who has filed a personal grievance, in the administration or prosecution of such grievance, nor shall any negotiated agreement require that any such administrator or supervisor be represented by counsel, or that he accept assistance from the representative organization.
- Section 4      Each negotiated agreement may include any or all terms and conditions of employment with respect to the employees of the negotiating unit; and it may also include any procedures for the administration of grievances, provided that such procedures shall comply in all respects with the requirements of Article 16 of the General Municipal Law.



## **ARTICLE II NEGOTIATIONS PROCEDURE cont.**

Section 5 Each negotiated agreement shall remain in full force and effect for the entire term specified in such agreement, not to exceed two years subsequent to the budget submission date next succeeding the effective date of such agreement, and no modification, alteration, or change in the provisions thereof shall be effective until or unless both the employer and the recognized employee organization representing the employees of the unit shall agree thereto in a written agreement made and executed in the same manner and to the same extent as the agreement to be so modified or changed was made and executed; provided, however, that nothing contained in these bylaws shall be construed to authorize the public officers or public employees of the school district to avoid, surrender, or delegate any duties or responsibilities imposed upon them by law nor to require any employee or employee organization to surrender any rights or privileges guaranteed to them by law.

Section 6 If the employer and the representative organization shall not have concluded an agreement at least 120 days prior to the end of the school district fiscal year, then either party shall request the Public Employees Relations Board to render such assistance as possible.

Section 7 Each negotiated agreement may provide for arbitration of any or all disputes arising between the employer and the representative organization in respect of the meaning or application of the terms and conditions of the agreement and to provide that such arbitration procedures must be pursued as a condition precedent to the commencing of any action by proceeding before the Public Employees Relations Board or in a court of competent jurisdiction for the construction of the negotiated agreement; provided, however, that nothing contained therein shall be construed to authorize such arbitrators to supply or delete provisions in such agreement.

### **B. Procedural Matters**

1. In the event either party wishes to amend this agreement, notice must be given by December 1 during the final school year of the life of this agreement. Failure of a party to comply with this deadline shall prohibit said party from proposing amendments to the contract for that year. Negotiations concerning such proposed amendments shall proceed in accordance with the procedures listed in Article II A, sections 1-7. Amendments resulting from such negotiations shall take effect the following July 1.
2. It is agreed that all items to be negotiated shall be submitted as a package and exchanged at the first meeting or as otherwise agreed of the negotiating teams by the authorized representatives of the Jordan-Elbridge Central School District and the Jordan-Elbridge Teachers' Association.

## ARTICLE II NEGOTIATIONS PROCEDURE cont.

### B. Procedural Matters cont.

3. It is further agreed that no single item to be negotiated will receive final agreement until the total package has been negotiated and is ready for final ratification by both parent bodies.
4. It is agreed that both parties shall exchange information and furnish each other, upon written request within a reasonable amount of time, fundamental information pertinent to the issue under consideration.
5. It is further agreed that the proceedings of negotiations prior to reaching agreement or impasse shall not be released for publication to the communication field unless such release has prior approval of both negotiating teams.

### C. Conformity to Law

1. Savings Clause: The terms of this contract shall not apply in any case where it is inconsistent with constitutional, statutory, or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this agreement shall remain in effect.

Under an amendment to the Taylor Law, passed in April 1969, by the Legislature, copies of Section 204-a must be furnished by June 1 (within 60 days after the effective date) to every public employee by the chief fiscal officer of each public employer. A copy of the section also must be supplied to every new employee when he/she is hired. In addition, notice of this provision must be given by employee organizations to every member when written agreements come up for ratification, both in writing and verbally at the ratification meeting.

## **ARTICLE II NEGOTIATIONS PROCEDURE cont.**

### **2. Taylor Law Clause; Section 204-a:**

- a. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

- b. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- c. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

### **D. Codifying the Contract**

That the contract be indexed, provided with a Table of Contents, and printed at Board expense. Copies of the agreement will be available for distribution to each bargaining unit member within sixty (60) days of ratification of the agreement. The Association will be responsible for the indexing and the Table of Contents subject to the approval of the Chief Executive Officer.

## **ARTICLE III**

### **GRIEVANCE PROCEDURES**

#### **Section 1 - Declaration of Purpose**

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### **Section 2 - Definitions**

- 2.1 A Grievance shall mean any claimed violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement.
- 2.2 The term Supervisor shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory office responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
- 2.3 The Chief School Officer - Superintendent.
- 2.4 Association shall mean Jordan-Elbridge Teachers' Association.
- 2.5 Aggrieved party shall mean the association and/or any person or group of persons in the negotiating unit filing a grievance.
- 2.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 2.7 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

#### **Section 3 - Procedures**

- 3.1 Except at the informal stage all grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

### **ARTICLE III**

### **GRIEVANCE PROCEDURES cont.**

#### **Section 3 – Procedures cont.**

- 3.2 Except for the informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the grievant and the Association.
- 3.3 If a grievance affects a group of teachers or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- 3.6 Except as otherwise provided in Sections 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against the aggrieved to testify and to call supporting witnesses and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.7 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing grievances, serving notices, making appeals and making reports and recommendations, and other necessary documents, will be developed jointly by the Association and the Superintendent. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**ARTICLE III**                      **GRIEVANCE PROCEDURES** cont.

**Section 3 – Procedures** cont.

- 3.10    Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.11    The grievant may select any representative at Stages 1, 2, and 3 of this procedure, except that such representative may not be a representative of a competing employee organization.
- 3.12    If any provisions of this grievance procedure or any application thereof to any bargaining unit member or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.13    All parties involved in the grievance shall be responsible for accumulating and maintaining a Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages.
- 3.14    The existence of the procedure hereby established shall not be deemed to require any bargaining unit member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any bargaining unit member to pursue any other remedies available in any other form. Election of a legal alternative course of action or remedy shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.
- 3.15    A detailed outline delineating the line and staff chain of command affecting those who would use this grievance procedure will be attached to and made a part of this grievance procedure.
- 3.16    Any bargaining unit member to whom Level 1 does not apply shall have immediate recourse to Level 2 of the grievance procedure.

### **ARTICLE III            GRIEVANCE PROCEDURES cont.**

#### **Section 4 - Time Limits**

- 4.1     Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2     No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within fifteen (15) school days after the bargaining unit member knew or should have known of the act or condition on which the grievance is based.
- 4.3     If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4     Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the party's representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5     In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits may be exhausted prior to the end of the school term or as soon thereafter as is possible.

#### **Section 5 - Stages of Grievance**

##### **5.1     Stage 1: Supervisor**

- a.     A bargaining unit member having a grievance will discuss it with the immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at a decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or the party's representative present. If the bargaining unit member submits the grievance through a representative, the bargaining unit member may be present during the discussion of the grievance.

### **ARTICLE III                    GRIEVANCE PROCEDURES cont.**

#### **Section 5 - Stages of Grievance cont.**

##### **5.1     Stage 1: Supervisor cont.**

- b.     If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the written grievance is presented, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the bargaining unit member, the bargaining unit member's representative and the Association. No written grievance will be entertained as described herein, and such grievance will be deemed waived unless written grievance is forwarded at this first available stage within fifteen (15) school days after the bargaining unit member knew or should have known of the act or condition on which the grievance is based.

##### **5.2     Stage 2: Chief Executive Officer**

- a.     If the bargaining unit member initiating the grievance and/or the Association is not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 with the Superintendent may be filed within ten (10) school days after the bargaining unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b.     Within two (2) school days after receipt of the appeal, the Superintendent, or a duly authorized representative, shall hold a hearing with the bargaining unit member, the bargaining unit member's representative and all other parties in interest.
- c.     The Superintendent shall render a decision in writing to the bargaining unit member, the bargaining unit member's representative and the Association within five (5) school days after the conclusion of the hearing.

##### **5.3     Stage 3: Board of Education**

- a.     If the bargaining unit member and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2.



### ARTICLE III

### **GRIEVANCE PROCEDURES** cont.

#### 5.3 Stage 3: Board of Education cont.

- b. Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

#### 5.4 Stage 4: Binding Arbitration

- a. After such hearing, if the bargaining unit member and Association, or the Association, is not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within eight (8) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.
- d. The parties further agree to accept the arbitrator's decision as final and binding upon them so long as the decision does not imply any obligation which is not specifically set forth in this agreement or requires the commission of an act prohibited by law, regulation, directive, or other obligation binding upon the Board.

**ARTICLE III**      **GRIEVANCE PROCEDURES** cont.

5.4    Stage 4: Binding Arbitration cont.

- e.      Costs of the services of the arbitrator will be borne equally by the Board of Education and the Jordan-Elbridge Teachers' Association.

**ARTICLE IV**  
**ASSOCIATION BUSINESS**

A. Payroll Deductions

The District shall provide payroll deductions for the following purposes:

1. Association and Union Dues:

- a. A bargaining unit member must submit to the District Office, on the approved form, a request for payroll deductions for Association and Union Dues during the month of September in order to be included in the first payroll of October or during the month of January in order to be included in the first payroll of February of any school year. The District shall deduct beginning with the first payroll period after submission of the proper form, the amount as indicated on the form. The above dates will not apply to teachers hired after said dates. Those teachers will be allowed thirty (30) days from the commencement of their employment to authorize such deductions.

The District will use the dues deductions form on the next page in implementing the deductions. Said form shall include a Revocation of Dues Deduction statement on the back side of the card. Said authorization and withdrawal shall be in compliance with Chapter 392 of the Laws of 1967, Section 202 of the Civil Service Law and Section 398 of the General Municipal Law.

- b. Association and Union Dues deducted shall be transmitted in one check to the Treasurer of the Teachers' Association within ten (10) days following each pay period.

The Association will assume all responsibility for monies received, and the forwarding thereof to the respective designated associations.

2. Credit Union:

- a. Contributions may be made through payroll deductions to the School Employees of Central New York Federal Credit Union beginning at any time the employee wishes, using the approved form.
- b. Approved forms for joining the credit union are available from the payroll office and the credit union.

#### ARTICLE IV

#### ASSOCIATION BUSINESS cont.

3. United Way:

- a. An annual contribution to the United Way may be made through individual bargaining unit member payroll deduction authorization in equal installments beginning the first paycheck in January and extending through the last paycheck in June.
- b. The total annual contribution through payroll deduction shall be a minimum of \$10.00 and each payroll deduction shall be in multiples of \$1.00.

4. NYSUT Benefit Trust:

The District agrees upon receipt of a properly signed Payroll Deduction Authorization Form, to deduct the amount so specified for deduction to the NYSUT Benefit Trust.

The District must receive the form at least ten (10) business days prior to the payroll period for which the form is to be effective.

5. Vote/Cope Deduction

The District agrees to deduct from the salary of members of the negotiating unit an amount of money that said members individually and voluntarily authorize the District to deduct, and transmit such monies promptly to NYSUT VOTE/COPE. Any deduction shall be authorized in writing by a uniform card or form furnished by the District.

The Association and the individual employees covered by this agreement hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers, agents and employees from any liability therefore. The Association agrees to indemnify and hold the District, its officers, agents and employees harmless from any liability or loss, including reasonable attorney's fees, incurred as a result of the deduction of monies from paychecks of members of the negotiating unit.

ARTICLE IV                      ASSOCIATION BUSINESS cont.

PAYROLL DEDUCTION AUTHORIZATION

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(Print) Last Name	First	Initial	Building
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TO:    BOARD OF EDUCATION OF JORDAN-ELBRIDGE CENTRAL SCHOOL  
         DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby authorize you, according to arrangements agreed upon, to deduct from my salary and transmit to the Jordan-Elbridge Teachers' Association the dues as certified below. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke all instruments, if any heretofore made by me for any of the foregoing purposes. This authorization shall take effect on the first payroll of October, or the first payroll in February providing this authorization is filed in accordance with the agreement. This authority shall be continuous while employed in this school system or until withdrawn by signing the revocation on the reverse side of this card. Notice of such revocation will be sent by the district to the Treasurer of the Association within a reasonable length of time following revocation.

\_\_\_\_\_ Lump Sum Payment or                      \_\_\_\_\_ Equal  
Payments

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

B.    Association Business Days

The Jordan-Elbridge Teachers' Association's two (2) delegates and one alternate to the NYSUT Representative Assembly will be allowed to attend the annual session for up to two school days each year without a deduction from personal leave or sick leave. In addition, the District will make available to the Association six (6) more Association business days each year to be assigned by the Association President. The individual assigned each of the days shall be released from his or her teaching duties without loss of pay or a reduction in accumulated sick leave or personal leave.

**ARTICLE V**  
**EDUCATIONAL IMPROVEMENT**

A. Curriculum Development

The dynamic process of curriculum planning demands bargaining unit member participation at all levels of instruction. Instructional staff in a department, grade level or area concerned shall be encouraged to study and write curriculum programs and make recommendations on proposed changes initiated by the instructional staff.

When a new curriculum is to be initiated, teachers who are to teach such curriculum shall be notified whenever possible at least three (3) months in advance.

Equipment and supplies necessary to teach new curriculum shall be provided whenever possible so that such curriculum may be effectively implemented.

B. Professional Materials Center

Both parties agree that school administration and teachers shall develop a plan to further expand the Instructional Resource Center in the District with the objective of making available educational materials which are necessary for the development of an outstanding professional library for the staff.

C. Leave Allowable for Attendance by Employees at Conferences, Professional Meetings, etc.

On the approval of the Superintendent, staff members may be allowed leave to attend one-day conferences, professional meetings, and "visiting days" without loss of pay. Requests must be approved by the Building Principal and the Assistant Superintendent for Curriculum and Instruction. Such day of absence is not deductible from the employee's accumulated days of sick leave. For conferences in excess of one school day, written request must be made to the Superintendent of Schools. The request must have the approval of the Building Principal and the Assistant Superintendent for Curriculum and Instruction before submission the Superintendent. Requests should be made at least three (3) weeks in advance of the requested absence.

D. Tuition Waivers

It is agreed by both parties that tuition waivers earned by members of the teaching staff at Jordan-Elbridge may be used by the recipient or disposed of within the limits of the issuing agency.

## ARTICLE V

## EDUCATIONAL IMPROVEMENT cont.

### E. Professional Improvement

#### 1. Sabbatical Leave

A certificated staff member may request a leave of absence for professional improvement from the Board of Education. The request will specify a particular program of study or travel and must be submitted to the Board of Education no later than March 1 of the year preceding the requested leave. The Board of Education will then act on all requests and notify the employee of their decision before April 1.

Such leave will be granted for one year at not less than one-half pay or may be for one-half year at full pay. The employee must be fully certified and have at least seven years of service in the school system. The bargaining unit member must agree to return to the School District for a minimum of three years or reimburse the District for the amount of pay received from the Jordan-Elbridge Central School District during the leave of absence.

There will be no loss of accumulated sick leave, step on the salary schedule, or other fringe benefits in effect at the time leave is granted. No more than one member of the professional staff shall be granted sabbatical leave in any one school year.

#### 2. Stipends

The District shall provide fifteen (15) stipends of amounts not to exceed \$440.00 each, to be used by bargaining unit members for further graduate study or upon prior written approval of the Superintendent, undergraduate study at a New York State Education Department recognized institution of higher learning. Effective July 1, 2005, these stipends shall increase to \$480.00 each. These stipends can be used for courses at any time during the year, provided they do not interfere with professional responsibilities. First priority will be given to graduate study and then to undergraduate study.

## **ARTICLE V**

## **EDUCATIONAL IMPROVEMENT cont.**

### **E. Professional Improvement cont.**

#### **2. Stipends cont.**

To be eligible, a bargaining unit member must have at least one year of teaching in the District, not have received a stipend grant during the previous two school years and agree, in writing, to return to employment in the District for at least one school year immediately following the year during which the stipend was received. If all fifteen (15) stipends cannot be awarded due to unacceptable or insufficient numbers of applications being submitted, then applications from any bargaining unit member, including those from a bargaining unit member who has not completed at least one (1) year of teaching in the District or a bargaining unit member who received a stipend grant during the previous two (2) school years, will be considered. Courses being taken by staff members receiving a stipend must be related to their professional curriculum and/or extracurricular responsibilities. In addition to the above requirements and in the event there are enough applications, decisions for awarding the grants will be the responsibility of the Superintendent based upon the following criteria:

- a. At least five (5) stipends will be awarded to people with permanent or professional certification on a seniority basis
- b. At least five (5) stipends will be awarded to people with provisional or initial certification on a:
  1. Seniority basis
  2. Seniority basis plus number of hours
  3. Benefit to District

Applications shall be made, in writing, to the Superintendent no later than March 1 of the school year preceding the dates of the requested stipend. This letter of application should include information regarding the course(s) to be taken, university or college to be attended, an explanation of how the course(s) will help to improve teaching skills, a statement that if a stipend is granted that the bargaining unit member will return to employment in the District for at least one school year immediately following the year during which the stipend was received, or any other information which might assist the Superintendent in making a decision for approval or disapproval of the request. All applicants will be informed, in writing, of the Superintendent's decision by April 1.



## ARTICLE V

## EDUCATIONAL IMPROVEMENT cont.

### E. Professional Improvement cont.

#### 2. Stipends cont.

Stipends awarded but not used will immediately be returned to the Superintendent for reallocation to another applicant.

Stipends will be paid to the selected candidate(s) upon receipt of enrollment into a college or university course(s) approved by the Superintendent. Receipt of the enrollment should be sent directly to the Superintendent of Schools.

### F. In-service Training

The Board of Education agrees to provide an In-service Training Program for interested staff members during the school year. A Committee with six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the President of JETA, shall be established for the purpose of:

1. Researching available resources and District needs
2. Developing a plan for an In-service Program
3. Recommending the plan developed to the Superintendent no later than March 1.

## ARTICLE VI **TEACHER ASSIGNMENT**

### A. Notification of Teaching Assignments

By June 1, all teachers will receive a written notice of class and building assignments for the next school year. In the event of an unanticipated change occurring after June 1, the affected bargaining unit member(s) shall be notified in writing of any such change.

### B. School Calendar

The 2005-06, 2006-07 and 2007-08 school calendars will be attached hereto as part of this agreement as Appendix B-1 and shall represent the period of service for the teaching staff less days lost due to school closings. The school calendar may be adjusted in the event that an excessive number of emergency closing days are utilized.

A teacher will be compensated at a rate of 1/200th of his or her individual base salary for each day actually worked beyond 184 working days. Working days shall include student attendance days and staff development days.

Should any emergency closing days not be utilized as such by May 1, the District will revise the school calendar by applying one additional day to the Memorial Day Holiday. Emergency closing days shall be defined as the number of student attendance days on the school calendar less 180.

### C. Attendance When Schools Are Closed

In the event of a school closing due to inclement weather, teachers will not be required to be present in the school building during said day. In addition, any bargaining unit member who has an individual sick leave day, sickness in the family leave day, death in the family leave day or personal business leave day scheduled for the day school is closed due to inclement weather will not have a leave day deducted from his or her accumulation nor any pay deducted from his or her salary.

### D. Work Day

The Superintendent of Schools and the Association recognize and agree that a bargaining unit member's responsibility to students and the profession generally entails the performance of duties and the expenditure of time beyond the regular work day, but that time and work schedules can and should be established applicable to teachers in the course of their employment. To this end, the following conditions of employment will be in effect in our school system:

## ARTICLE VI      **TEACHER ASSIGNMENT** cont.

### D.      Work Day cont.

Work Day: The normal work day for bargaining unit members shall be seven (7) hours fifteen (15) minutes, which shall be scheduled between 7:00 a.m. and 4:30 p.m. If the starting times (or school hours) for students must be changed, bargaining unit member hours would be adjusted accordingly. The parties to this contract agree that the regular schedule may be insufficient for situations beyond the control of school officials; and on such occasions the regular school schedule does not apply.

### E.      Preparation Time

It is agreed that each elementary school teacher needs time, in addition to a duty-free lunch period, for the planning and preparation of lessons. Every effort will be made to plan and implement effective building schedules to provide each elementary school teacher with at least one forty minute preparation period during the regular school day.

Further, it is agreed that each secondary school teacher needs time, in addition to a duty-free lunch period, for the planning and preparation of lessons. Every effort will be made to plan and implement effective building schedules to provide each secondary school teacher with at least one uninterrupted forty-minute preparation period during the regularly scheduled class day.

### F.      Guidance Counselors

Guidance Counselors will provide their services for evening counseling, Saturday testing, college night programs, etc. as requested by the building principal. Compensation for these services will be equivalent released time during the normal school day as arranged with the building principal.

Guidance Counselors will receive a salary based upon the equivalent experience and educational step of the school district's teachers' salary schedule. In addition, all Guidance Counselors will receive 1/200th of their base salary for working those days in September and June not scheduled for other teaching personnel. The number of days worked in any year will be determined by the Superintendent.

### G.      Team Leaders (Grades 5-8)

One team leader for each team in grades 5-8 will be appointed by the Board of Education on recommendation by the building principal and Superintendent. Remuneration for these positions will be in accordance with Appendix A-3 of this agreement.

**ARTICLE VI**      **TEACHER ASSIGNMENT** cont.

H.      Vacancies, Promotions and Transfers

When administratively possible, the Superintendent shall inform the members of the staff of promotional openings, vacancies and possible transfer positions which occur during the school year.

**ARTICLE VII**  
**TEACHER PROTECTION**

A. Teachers' Rights

Teachers' rights to legal protection in legal actions brought against them as a result of discharges of their duties within the scope of their employment are covered under sections 3023, 3028 and 3811 of New York State Education Law.

## ARTICLE VIII EVALUATION

### A. Teacher Evaluation

The primary goal of teacher evaluation is to maintain a high quality of classroom instruction. The administration will, by observation and evaluation, give recognition to excellent teaching performance, identify areas where improvement is necessary and make good faith efforts, through direction and assistance to help teachers attain a high level of proficiency.

One teacher observation each school year shall be preceded by a conference between the teacher and the evaluator. The pre-observation conference shall be mutually scheduled at least one day in advance so as to provide adequate time for the teacher to complete the "Description of Lesson" portion of the evaluation form prior to the observation. Following such observation the evaluator shall meet with the teacher within 10 school days to discuss a written evaluation of said observation. Both teacher and administrator must sign each written statement as observation. Both teacher and administrator must sign each written statement as an indication of the familiarity with the contents of the evaluation. However, the teacher's signature will in no way indicate agreement with the contents thereof.

Teachers not in agreement with the evaluation, may state their objections in writing, date and sign the sheet on which the objections are recorded and that sheet will be attached and remain with the district's evaluation.

The Annual Professional Performance Review (APPR) will be developed jointly by the District and Association. Upon completion, the APPR will become Appendix D.

### B. Registered Nurse Evaluation

In the event an evaluation sheet is filled out on an employee by his/her supervisor, it is to be reviewed at a conference and signed by both the employee and the supervisor.

Should the staff member fail to participate in the conference, it shall be noted on the written report. Employees not in agreement with the evaluation may state their objections in writing, date and sign the sheet on which the objections are recorded, and that sheet will be attached and remain with the District's evaluation.

The specific process, forms, and criteria to be used in evaluating registered nurses shall be mutually developed and agreed upon by the District and the Association.

## ARTICLE IX SICK LEAVE

### A. Individual Sick Leave

For the first two years of employment only, the bargaining unit member will be allowed 1.3 days sick leave per month of service on account of personal illness without loss of pay. After the second year, teaching personnel will be allowed one day sick leave per month of service on account of personal illness without loss of pay. Their annual allotment will be credited to their sick leave record on the first day of the school year on which they begin work. If not used, these days may accumulate to 200 days of sick leave.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and will be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment practices involving matters such as duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan formal or informal shall be applied to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

### B. Leave on Account of Sickness in Family

Employees will be allowed up to eight days of absence per year without loss of pay on account of serious illness in the immediate family (immediate family being defined as: son or daughter, husband or wife, mother, father, sister, brother, or person occupying the position of parent). Days of absence for sickness in the immediate family shall be deductible from the employee's accumulated days of sick leave.

### C. Sick Leave Bank

A Sick Leave Bank shall be established effective November 1, 1980. The intent of this Sick Leave Bank is to protect members from financial burden due to a major illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick leave days. The Bank shall be administered according to the following guidelines:

1. The Sick Leave Bank will be administered by the District.
2. The Sick Leave Bank shall be established by the voluntary contribution of one day of accumulated sick leave per participating bargaining unit member in the bargaining unit. This shall be accomplished by November 1. (Sick Leave Bank Authorization Form - see Appendix C-2).

**ARTICLE IX**      **SICK LEAVE** cont.

C.      Sick Leave Bank cont.

3.      The maximum number of days in the Bank shall not exceed 150 days.
4.      The District shall notify the Association when the number of days in reserve reaches 20 or less so that replenishment may take place.
5.      Replenishment of days will be on the same basis as the establishment of the Bank.
6.      There will be no more than one replenishment per year.
7.      Only participating teachers may draw on the Bank. A person withdrawing from participation in the bank will not be able to withdraw contributed days.
8.      An eligible bargaining unit member drawing on the Bank must first exhaust all of his/her accumulated sick leave.
9.      Members do not have to repay days borrowed.
10.     A statement requesting use of Sick Bank days, including the approximate number of days requested, must be submitted to the District.
11.     In case of a bargaining unit member's incapacitation, requests may be submitted by a member of the bargaining unit member's family.
12.     Participating teachers may draw on the Bank using the following guidelines:
  - a.      One day for each year of full-time continuous service at Jordan-Elbridge.
  - b.      One day for each two days of accumulated sick leave as of the beginning of the school year.
  - c.      The number of days arrived at by (a) and (b) above will be limited to the number of school days remaining in the current school year.
13.     It is understood that anyone added to the teaching staff after the school year begins will be afforded the opportunity of joining the Sick Leave Bank during an open 30-day period; forms would be made available through the District Office upon request. Further, it is understood that teachers who had not joined when the Sick Leave Bank was initially established would be given the opportunity to do so during the month of September of each school year.



**ARTICLE IX**      **SICK LEAVE** cont.

C.      Sick Leave Bank cont.

14.      The District may require medical documentation of any claim to the Bank at any time.

**ARTICLE X**  
**TEMPORARY LEAVES OF ABSENCE**

A. Leave on Account of Death in Family

Employees will be allowed up to five days of absence per death without loss of pay on account of death in the immediate family. Immediate family in this case being defined as husband, wife, mother, father, guardian, son, daughter, sister, brother, grandparent, grandchild and in-laws in each of the above categories.

Employees will be allowed one day to attend the funeral for any of the members of the extended family. The extended family in this case being aunt, uncle, niece, nephew, cousin, and in-laws in each of the above categories.

Days of absence for death in the family shall not be deductible from employee's accumulated days of sick leave.

Additional leaves without loss of pay for extenuating circumstances relating to the death in the immediate family may also be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

B. Leave Allowable for Court Attendance

If an employee's presence is required in Court on a regular school day, the employee shall be excused for the period demanded by the Court without loss of pay. These days of absence are not to be deductible from the employee's accumulated days of sick leave. Any compensation received for such Court service shall be paid to the School District. Expense allowances received in connection with Court service shall not be construed as compensation.

Proof of the necessity of Court attendance shall be furnished to the Superintendent of Schools.

C. Leave Allowable for Quarantine

There shall be no loss of pay for absence of an employee for reasons of quarantine not due to the employee's personal illness. The number of days allowed for quarantine absence shall be the extent of said quarantine and these days are not to be deducted from the employee's sick leave.

**ARTICLE XI**  
**PERSONAL BUSINESS LEAVE**

A. Personal Days

Employees will be allowed up to two days absence for personal leave in addition to the regularly allotted sick leave without financial loss.

Requests for personal leave shall be made on special absence forms and are to be submitted to the building principal. Whenever possible, requests should be made a week in advance. Employees are to use their discretion in the use of these personal days; no reason for their use need be given. It is understood that one of these days will not be used for extending a vacation or holiday period.

One personal day may be used for extending a vacation or holiday period subject to the following condition.

Should the number of requests for personal leave on any one date indicate a lack of adequate personnel to meet the needs of the educational program, then the Superintendent of Schools shall review the situation and may limit the number of personal days to three (3) days for a particular day.

Any request for leave of absence in excess of that hereto provided shall be evaluated by the building principal and the Superintendent with action by the Board of Education at the next regular meeting of the Board.

At the end of each school year, any unused personal days shall be added to the employee's cumulative sick leave total.

## ARTICLE XII **EXTENDED LEAVES OF ABSENCES**

### A. Leave Allowable for Military Service

Civil Service Employees: Under Section 242-243 of the Military Law, Civil Service Employees ordered into active military service, without their consent, or volunteering, are entitled to military leaves of absence for the duration of such military duty. An employee on such a leave is entitled to reinstatement to the position provided application for such reinstatement is made within ninety (90) days after the termination of military duty. Reinstatement will be at the discretion of the Board following a request for such reinstatement within one year after the termination of military duty.

Teachers: Under Military Law (Section 243) all employees of school districts (whether serving on probation, or tenure or under a contract) are entitled to leaves of absence while engaged in the performance of military duty and must be reinstated after the termination of such military duty, provided application is made for reinstatement within ninety (90) days after termination of such military duty or any time during terminal leave. Such employee may also be reinstated within one year at the discretion of the Board of Education.

Section 243 of the Military Law now defines the term "military duty" to exclude voluntary service in excess of four years performed after July 1, 1965, or the total of any voluntary service, additional or otherwise, in excess of four years performed after that day, except where such voluntary service is performed during a period of war or national emergency declared by the President.

Employees absent on military duty are also entitled to participate in the retirement system by personally paying the amount which they would have contributed to the retirement system had their employment been continuous. Such payments may be made any time while in military service or within five years after the employee has returned to his or her position.

Upon termination of the military service and reinstatement in the position as above stated, the bargaining unit member is entitled to the same rate of salary and rights and privileges with reference to promotion, transfer, reinstatement or continuance in office, as would have been enjoyed had continuous employment been in effect. A bargaining unit member who enters military service while on probation is entitled to credit for the period of military service as satisfactory probationary service. If the end of the probationary service occurs while the bargaining unit member is in military service, however, this does not have the effect of placing the bargaining unit member on tenure.

## **ARTICLE XII      EXTENDED LEAVES OF ABSENCES cont.**

### **Teachers: cont.**

If the position occupied by a bargaining unit member or public employee is abolished prior to the termination of military duty, the bargaining unit member's name will be placed on a preferred eligible list and be appointed to the first vacancy in the same or a similar position in the school district.

As above indicated, the law does not provide for the mandatory payment of any salary during the period of absence for persons inducted into the armed forces under the selective service law. Such persons are entitled, however, to all the other benefits enumerated above. (Law Pamphlet II - State Education Department).

Members of Organized Militia or Reserve Force: Any employee of a school district who is a member of an organized militia or reserve force is entitled to a leave for the duration of ordered military duty. The employee is also entitled to receive salary for a period of up to 30 days. (Military Law, Section 242).

Service Before End of Probationary Period: In any case where a bargaining unit member, as defined in Section 3101 of the Education Law, enters military duty before the expiration of the probationary period to which the employee may have heretofore been appointed, the time absent on military duty shall be credited as satisfactory service during such probationary period.

If the end of such probationary service occurs while the bargaining unit member is on military duty or within one year following the termination of such military duty, the period of such probationary service may be extended by local Board of Education for a period of not to exceed one year from the date of termination of such military duty, but in no event for a period for probationary service in the actual performance of teaching services, exclusive of such military service, beyond that required by the school district at the time of entry into the military service. (Section 243, Military Law).

### **B.      Parental Leave**

A bargaining unit member requesting parental leave shall notify the Superintendent in writing as soon as the decision to make this request has been made. The letter shall include the length of leave being sought as well as the probable date of its commencement.

The Parental Leave will be granted for not more than the balance of the school year in which the bargaining unit member starts this leave, plus any part of an additional school year. Reasonable notice will be given by the bargaining unit member of the date of intended return.

**ARTICLE XII      EXTENDED LEAVES OF ABSENCES cont.**

B. Parental Leave cont.

It is understood that teachers shall not be excluded from employment because of pregnancy; the District will not establish an arbitrary date for termination of the parental leave; and the District will permit a pregnant employee to continue working as long as physically able to perform the duties of the position.

Due to educational advantages for students, teachers are encouraged to return at the beginning of a semester or school year. Elementary teachers may also wish to consider the day immediately following the Christmas recess as being an advantageous time for return. However, it is understood and both parties recognize that some teachers may not be able to meet this condition.

**ARTICLE XIII**  
**NON-TEACHING DUTIES**

A. Non-Instructional Extra-Duty Assignment Compensation

All teachers will be paid at the rate of \$21.13 per hour during 2005-06; \$21.98 per hour during 2006-07; and \$22.85 per hour during the 2007-08 school years by the District for non-instructional extra-duty assignments or activities made by an administrative officer of the District. These assignments shall include ticket sales, ticket taking and the proctoring of school events at home or away. It is understood that persons receiving pay for that activity under Appendices A-2 and A-3 are not entitled to additional pay under this section for the same activity. Pay will be made for intervals of work no smaller than one-quarter hour.

Teachers will be expected to accept one fully-paid extra-duty assignment during the school year.

Any bargaining unit member in the District may apply to any building for extra-pay assignments. Selection will be made upon the recommendation of the building principal and with the approval of the Superintendent of Schools.

**ARTICLE XIV**  
**ESTABLISHMENT OF CLUBS AND ACTIVITIES**

It is understood that the establishment of paid clubs and activities shall be determined by the District dependent on the suggested criteria established by the Association and the District. The District shall consider, but not limit its decision based on, student participation, extended contract hours, benefit to the school program and the community, along with the longevity and viability of the club or activity.

Unit members seeking the establishment of a new club or activity shall obtain, from their building administrator, the necessary form, and submit it to the Building Principal prior to the beginning of the budgeting process when possible. The Building Principal will review the information, and determine the viability of the club or activity. The Principal shall submit a written copy within 30 days to the Superintendent for consideration with his/her recommendation for the establishment of the activity. The Superintendent shall forward a copy of the proposal, and his/her decision to the Association (JETA).

Should the District deem the club or activity to be a viable program, remuneration shall be mutually agreed on by the District and the Association. Nothing herein shall diminish the District's right to establish clubs or activities.

The District and the Association recognize and encourage the valuable contributions made by the teaching staff with regards to clubs and activities, and will seek to support such clubs and activities when possible.



**ARTICLE XV**  
**PARAPROFESSIONALS (INCLUDING TEACHER AIDES, TECHNICIANS, ETC.)**

Since teachers' primary responsibilities are to teach and their energies should, to the fullest extent possible, be utilized to this end, paraprofessionals will be employed by the Board of Education to assist teachers in such non-teaching duties as:

1. managing records, materials and equipment,
2. attending to the physical needs of children, and
3. supervising students and performing such other services as support teaching duties when such services are determined and supervised by teachers.

It is understood that:

1. Paraprofessionals are provided so that members of the teaching staff may be able to render professional service at a higher level of professional competence,
2. There may be some non-instructional duties which will continue to require general but minimal supervision by certified personnel,
3. The Board of Education does not wish to foster a policy and will not condone a policy, whereby paraprofessionals could or would infringe upon the powers and duties of teachers.

## ARTICLE XVI INSURANCE

### A. Health Insurance

The Board of Education agrees to assume the total cost (100%) of a Health Insurance Program with benefits equal to or exceeding the State Health Insurance Program for all employees and staff and 85% of dependent costs. Effective January 1, 2006, unit members shall contribute two hundred and fifty dollars (\$250) per school year toward the individual health care insurance premium. In addition, in accordance with the State regulations, the Board of Education will continue to pay 100% of the premiums for individual coverage and 85% of the premiums for dependent coverage of this plan for former employees legally retired from the Jordan-Elbridge Central School District.

When agreement is reached with the health care insurance consortium, the District will offer, on a voluntary basis, the alternative health care insurance plan.

### B. Prescription Card

1. Effective February 1, 1986, the prescription drug card will be deleted for all members of the existing bargaining unit except those who will retire by July 21, 1986, and who serve written notice to retire to the Superintendent on or before February 1, 1986.
2. Bargaining unit members, other than nurses, who retired before September 1, 1985, will keep the prescription drug card.
3. Nurses legally retired from the District prior to July 2, 1984, will retain the prescription card as a benefit.
4. Those teachers who wish to retain the prescription drug card will be allowed to retain the benefit if they assume 100% of the cost of the prescription drug card for either the individual or the family for as long as they choose to retain the benefit.

The decision to retain the benefit must be made in writing by January 15, 1986. Those teachers who do not take this option will sign a waiver by January 15, 1986, with the understanding that once the benefit is waived, the option will no longer apply.

It is understood that any bargaining unit member newly employed after February 1, 1986, will not have the prescription drug card benefit nor the option to purchase it.

**ARTICLE XVI**      **INSURANCE** cont.

C.      Dental Health Insurance

Beginning July 1, 2000, the Board of Education agreed to contribute up to \$160 per participating bargaining unit member toward establishment of a mutually agreed upon dental health insurance program for all teachers, retired teachers and their dependents.

Beginning July 1, 2003, the Board of Education agreed to contribute up to \$175 per participating bargaining unit member toward establishment of a mutually agreed upon dental health insurance program for all teachers, retired teachers and their dependents.

Beginning July 1, 2004, the Board of Education agreed to contribute up to \$190 per participating bargaining unit member toward establishment of a mutually agreed upon dental health insurance program for all teachers, retired teachers and their dependents.

D.      Vision Insurance

Effective January 1, 2006, the District shall contribute one hundred fifty dollars (\$150) per school year for each unit member to a vision care plan. The vision care plan does not continue in retirement.

E.      Health Insurance Buy-Out

During the term of the collective bargaining agreement, representative of both parties shall assemble to discuss the viability of a health insurance buy out. Any recommendation(s) shall be subject to the approval of the Association and the Board of Education.

**ARTICLE XVII**  
**PERSONAL INJURY BENEFITS**

A. Leave Allowable on Account of Injury in the Performance of Duty

Absence due to injury incurred in the performance of duty shall be allowed as follows:

1. During the first year of service, absence shall be allowed up to one month. If worker's compensation applies, the school district will receive benefits while continuing to pay salary of employee for one month. Thereafter, employee will receive only worker's compensation benefits.
2. After more than one year of service, absence shall be allowed up to six months. If worker's compensation applies, the school district will receive benefits while continuing to pay salary of employee for six months. Thereafter, employee will receive only worker's compensation benefits.
3. The Board of Education may at its discretion increase the amount of absence on this account.
4. These days of absence are not to be deducted from the bargaining unit member's accumulated sick leave.
5. This leave will only apply if an employee is eligible for worker's compensation and the school district will actually receive the worker's compensation benefit.

**ARTICLE XVIII**  
**NON-RESIDENT STUDENT TUITION**

Teachers residing outside of the district's boundaries may elect to have their children attend school in the Jordan-Elbridge Central School District. A request to attend must be submitted in writing to the Superintendent no later than April 1 for the following academic school year. The Superintendent will make a final decision on the application no later than August 15. The Superintendent's decision will be final and not subject to review through the grievance and arbitration procedure.

Tuition as established annually by the District for nonresident students, will be on a 50/50 shared basis. Thus, the parent/bargaining unit member will have to pay 50% of the established tuition in equal installments. The first tuition payment is due on September 1 and the second tuition payment is due on February 1.

**ARTICLE XIX**  
**SALARIES AND ALLOWANCES**

A. Salaries and Allowances

1. The Jordan-Elbridge Board of Education and the Jordan-Elbridge Teachers' Association agree that salaries for all teachers for the three-year period of 2005-06, 2006-07 and 2007-08 shall be based on the salary schedule as attached as Schedules A-1 of the Appendix.
2. Coaching salaries for the three year period of 2005-06, 2006-07 and 2007-08 shall be indicated in the Schedule A-2 of the Appendix.
3. Advisors', department chairpersons' and team leaders' salaries, etc. shall be as shown in Schedule A-3 of the Appendix.
4. The salary schedule for registered nurses for the 2005-06 school year shall be shown in Schedule A-4 of the Appendix. The salary schedules for registered nurses for 2006-07 and 2007-08 school years shall be mutually developed by the District and Association and shall be based on at least a 4% increase each year.

B. Remuneration for Approved Direct Instruction Outside of the Contractual Workday

Approved direct instruction outside of the contractual workday shall be compensated at a rate, of \$33.33 per hour during the 2005-06, \$34.67 during the 2006-07 and \$36.05 per hour during the 2007-08 school years. Pay will be made for intervals of work no smaller than one-quarter hour.

C. Credit for Graduate Hours

Requested salary change for completed graduate hours of credit shall be made prior to September 1 and February 1 of each school year. It is the obligation of the staff member to notify the Superintendent, in writing, of any such additional education and to provide the official transcript(s). Upon receipt of the proper transcript(s), the Superintendent shall review the material for salary adjustment. These adjustments will be made retroactive for a period not to exceed one year from the date of completion of the graduate hours.

D. Credit for In-service Training

When a bargaining unit member participates, with the Superintendent's approval, in an In-service Training Program, the following system of salary schedule credit guidelines shall be implemented:

**ARTICLE XIX      **SALARIES AND ALLOWANCES** cont.**

**D.      Credit for In-service Training cont.**

1.      One hour of in-service credit may be earned by the completion of 15 clock hours of work in an in-service workshop. (Two credit hours are earned for 30 clock hours of work.)
2.      Credit earned under the In-service Training Program shall be permitted up to a maximum of two credit hours (as stated in #1 above) within a six-credit hour block on the salary schedule.
3.      Bargaining unit member participation shall be on a voluntary basis after school hours.

**E.      Payment for Unused Sick leave Upon Retirement**

1.      When a member of the professional staff, other than a registered nurse, with a minimum of 15 years of service in this District officially retires under the New York State Teachers' Retirement System, a retirement allowance will be paid in accordance with the following formula:  
  
Subtract the first 50 days from the employee's accumulated sick leave days. Maximum accumulation is 200 sick leave days. The remaining days are multiplied by \$20.00. The maximum allowance under this section for any one member of the staff shall be \$3,000 if he/she has accumulated 200 sick days. Payment will be included in the last paycheck. Effective July 1, 2004, the \$20.00 amount shall be increased to \$25.00 and the maximum allowance shall be increased to \$3,750.
2.      When a registered nurse with a minimum of 15 years of service in this District officially retires under the New York State Employees' Retirement System, a retirement allowance will be paid in accordance with the following formula:

Subtract the first 50 days from the maximum of 200 accumulated sick leave days; the remaining days are multiplied by \$15.00 for the 2005-06 school year. This shall increase to \$18.00 July 1, 2006 and \$20 July 2, 2007. The maximum allowance under this section for any one member of the staff shall be \$2,250 in 2005-06; \$2,700 in 2006-07 and \$3,000 in 2007-08. Payment will be included in the last paycheck.

**ARTICLE XIX      SALARIES AND ALLOWANCES cont.**

F.      Travel Reimbursement

Reimbursement for approved travel will be made at the IRS rate in effect as of July 1 each year.

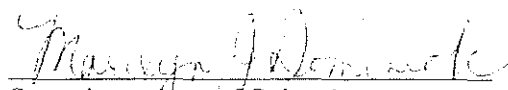


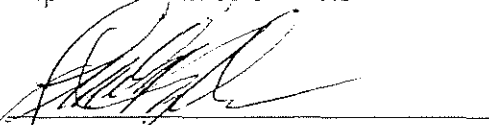
**ARTICLE XX**  
**DURATION OF AGREEMENT**

1. This agreement shall become effective, binding, and in full force as of the date of final ratification except as otherwise noted. Wages shall be retroactive to July 1, 2005. This agreement will expire June 30, 2008.

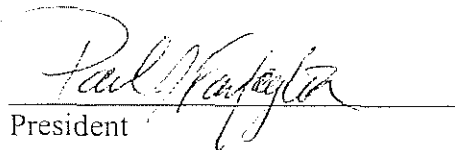
In witness whereof the parties have hereunto set their hands and seals this 27 day of April, 2006.

Jordan-Elbridge Central  
School District

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Clerk

Jordan-Elbridge Teacher's  
Association

  
\_\_\_\_\_  
President

**APPENDIX A-1**  
**JORDAN-ELBRIDGE TEACHERS' SALARY SCHEDULE 2005-06**

Step	B	B6	B12	B18	B24	B30	B36	B42	B48	B54	B60
1											
2											
3											
4											
5											
6	37,747	38,395	39,031	39,679	40,332	40,970	41,614	42,259	42,685	43,116	43,542
7	37,997	38,645	39,281	39,929	40,582	41,220	41,864	42,509	42,935	43,366	43,792
8	38,257	38,905	39,541	40,189	40,842	41,480	42,124	42,769	43,195	43,626	44,052
9	38,527	39,176	39,811	40,458	41,112	41,750	42,394	43,039	43,466	43,896	44,322
10	38,807	39,456	40,090	40,739	41,393	42,030	42,674	43,319	43,746	44,176	44,601
11	39,097	39,745	40,381	41,029	41,683	42,320	42,963	43,609	44,036	44,467	44,892
12	39,397	40,046	40,683	41,329	41,985	42,620	43,265	43,911	44,338	44,768	45,193
13	39,709	40,360	40,996	41,643	42,298	42,933	43,578	44,222	44,651	45,081	45,504
14	40,034	40,684	41,318	41,967	42,620	43,258	43,902	44,545	44,975	45,404	45,830
15	40,368	41,019	41,654	42,301	42,957	43,595	44,237	44,882	45,310	45,739	46,164
16	40,711	41,361	41,998	42,642	43,301	43,937	44,578	45,225	45,652	46,082	46,506
17	41,062	41,710	42,348	42,995	43,647	44,286	44,931	45,574	46,002	46,432	46,855
18	41,427	42,073	42,710	43,359	44,012	44,652	45,296	45,939	46,366	46,797	47,222
19	41,806	42,452	43,090	43,738	44,392	45,030	45,675	46,314	46,744	47,174	47,601
20	42,201	42,847	43,487	44,133	44,784	45,428	46,068	46,712	47,139	47,569	47,996

1. Beginning 1997-98 - Delete all steps above Step 20 from the schedule. (4% increase above the 2004-05 salary for each returning bargaining unit member above Step 20.)
2. \$93 per credit hour for people above Step 20 (paid in blocks of 6/cap at 60 hours) for credit hours earned from the 2005-06 schedule and beyond.
3. \$500 increment for all people above Step 20 when entering year with contract expired. (becomes part of settlement)
4. Bargaining unit members with a Masters Degree will receive \$2,106 more than the above schedule.
5. Bargaining unit members with a Certificate of Advanced Studies will receive \$3,078 more than the above schedule.
6. Bargaining unit members with a National Board Certification will receive \$1,000 upon completion.
7. Bargaining unit members with a Doctorate degree in the area in which they are teaching will receive \$3,994 more than the B60 schedule.
8. Bargaining unit members with 20 years of teaching experience in the District will receive \$1,728 more than the above schedule. Twenty years service will be defined as twenty years of full time service in the negotiating unit. The service does not have to be consecutive years.
9. All steps are automatic.
10. The district retains the right to establish a higher starting rate. In the event the District establishes a higher starting rate, a revised salary schedule shall be established by mutual agreement by the parties.

**APPENDIX A-1**  
**JORDAN-ELBRIDGE TEACHERS' SALARY SCHEDULE 2006-07**

Step	B	B6	B12	B18	B24	B30	B36	B42	B48	B54	B60
1											
2											
3											
4											
5											
6	39,007	39,681	40,342	41,016	41,695	42,359	43,029	43,699	44,143	44,591	45,034
7	39,257	39,931	40,592	41,266	41,945	42,609	43,279	43,949	44,393	44,841	45,284
8	39,517	40,191	40,852	41,526	42,205	42,869	43,539	44,209	44,653	45,101	45,544
9	39,788	40,462	41,122	41,796	42,476	43,140	43,809	44,480	44,923	45,371	45,814
10	40,068	40,743	41,404	42,076	42,757	43,420	44,089	44,761	45,204	45,652	46,095
11	40,359	41,034	41,694	42,368	43,049	43,711	44,381	45,052	45,495	45,943	46,385
12	40,661	41,334	41,996	42,670	43,351	44,012	44,682	45,354	45,797	46,246	46,687
13	40,973	41,648	42,310	42,982	43,664	44,325	44,996	45,667	46,112	46,559	47,001
14	41,298	41,975	42,636	43,308	43,990	44,651	45,321	45,991	46,437	46,884	47,324
15	41,635	42,311	42,971	43,646	44,325	44,988	45,658	46,327	46,774	47,220	47,663
16	41,982	42,659	43,320	43,993	44,675	45,339	46,007	46,678	47,122	47,569	48,010
17	42,339	43,015	43,678	44,348	45,033	45,694	46,361	47,034	47,478	47,926	48,366
18	42,705	43,379	44,042	44,714	45,393	46,058	46,728	47,397	47,842	48,289	48,729
19	43,084	43,756	44,418	45,093	45,772	46,438	47,108	47,776	48,221	48,669	49,111
20	43,478	44,150	44,814	45,488	46,168	46,831	47,502	48,167	48,614	49,061	49,505

1. Beginning 1997-98 - Delete all steps above Step 20 from the schedule. (4% increase above the 2005-06 salary for each returning bargaining unit member above Step 20.)
2. \$97 per credit hour for people above Step 20 (paid in blocks of 6/cap at 60 hours) for credit hours earned from the 2005-06 schedule and beyond.
3. \$500 increment for all people above Step 20 when entering year with contract expired. (becomes part of settlement)
4. Bargaining unit members with a Masters Degree will receive \$2,190 more than the above schedule.
5. Bargaining unit members with a Certificate of Advanced Studies will receive \$3,201 more than the above schedule.
6. Bargaining unit members with a National Board Certification will receive \$1,000 upon completion.
7. Bargaining unit members with a Doctorate degree in the area in which they are teaching will receive \$4,154 more than the B60 schedule.
8. Bargaining unit members with 20 years of teaching experience in the District will receive \$1,797 more than the above schedule. Twenty years service will be defined as twenty years of full time service in the negotiating unit. The service does not have to be consecutive years.
9. All steps are automatic.
10. The district retains the right to establish a higher starting rate. In the event the District establishes a higher starting rate, a revised salary schedule shall be established by mutual agreement by the parties.

**APPENDIX A-1**  
**JORDAN-ELBRIDGE TEACHERS' SALARY SCHEDULE 2007-08**

Step	B	B6	B12	B18	B24	B30	B36	B42	B48	B54	B60
1											
2											
3											
4											
5											
6	40,318	41,018	41,706	42,407	43,113	43,804	44,500	45,197	45,658	46,124	46,585
7	40,568	41,268	41,956	42,657	43,363	44,054	44,750	45,447	45,908	46,374	46,835
8	40,828	41,528	42,216	42,917	43,623	44,314	45,010	45,707	46,168	46,634	47,095
9	41,098	41,799	42,486	43,187	43,893	44,584	45,280	45,978	46,439	46,905	47,366
10	41,379	42,080	42,767	43,468	44,175	44,865	45,561	46,259	46,720	47,186	47,647
11	41,671	42,373	43,060	43,759	44,467	45,157	45,853	46,551	47,013	47,478	47,938
12	41,973	42,675	43,361	44,063	44,771	45,459	46,157	46,854	47,315	47,781	48,241
13	42,287	42,988	43,676	44,377	45,085	45,773	46,469	47,168	47,629	48,096	48,555
14	42,612	43,314	44,002	44,701	45,411	46,098	46,795	47,494	47,956	48,421	48,881
15	42,950	43,654	44,341	45,041	45,749	46,437	47,134	47,830	48,295	48,759	49,217
16	43,301	44,004	44,690	45,392	46,098	46,788	47,484	48,180	48,645	49,109	49,569
17	43,662	44,366	45,053	45,753	46,463	47,152	47,847	48,545	49,007	49,472	49,930
18	44,033	44,736	45,425	46,122	46,835	47,522	48,215	48,916	49,377	49,843	50,301
19	44,413	45,114	45,803	46,503	47,208	47,900	48,597	49,293	49,756	50,221	50,678
20	44,808	45,506	46,195	46,897	47,603	48,296	48,992	49,687	50,150	50,616	51,076

1. Beginning 1997-98 - Delete all steps above Step 20 from the schedule. (4% increase above the 2006-07 salary for each returning bargaining unit member above Step 20.)
2. \$101 per credit hour for people above Step 20 (paid in blocks of 6/cap at 60 hours) for credit hours earned from the 2005-06 schedule and beyond.
3. \$500 increment for all people above Step 20 when entering year with contract expired. (becomes part of settlement)
4. Bargaining unit members with a Masters Degree will receive \$2,278 more than the above schedule.
5. Bargaining unit members with a Certificate of Advanced Studies will receive \$3,329 more than the above schedule.
6. Bargaining unit members with a National Board Certification will receive \$1,000 upon completion.
7. Bargaining unit members with a Doctorate degree in the area in which they are teaching will receive \$4,320 more than the B60 schedule.
8. Bargaining unit members with 20 years of teaching experience in the District will receive \$1,869 more than the above schedule. Twenty years service will be defined as twenty years of full time service in the negotiating unit. The service does not have to be consecutive years.
9. All steps are automatic.
10. The district retains the right to establish a higher starting rate. In the event the District establishes a higher starting rate, a revised salary schedule shall be established by mutual agreement by the parties.

**APPENDIX A-2**  
**COACHING SALARIES**  
**(JULY 1, 2005 THROUGH JUNE 30, 2008)**

<b>SPORT</b>	<b>APPROX. WKS. OF</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
<b><u>HEAD VARSITY</u></b>				
Boys' Head Varsity Football	13	\$408	\$424	\$441
Boys' Head Varsity Wrestling	14	\$408	\$424	\$441
Boys' Head Varsity Basketball	14	\$408	\$424	\$441
Boys' Head Varsity Lacrosse	12	\$408	\$424	\$441
Boys' Head Varsity Baseball	12	\$408	\$424	\$441
Boys' Head Varsity Track	10	\$408	\$424	\$441
Boys' Head Varsity Cross Country	10	\$408	\$424	\$441
Boys' Head Varsity Soccer	10	\$408	\$424	\$441
Girls' Head Varsity Soccer	10	\$408	\$424	\$441
Girls' Head Varsity Volleyball	14	\$408	\$424	\$441
Girls' Head Varsity Basketball	14	\$408	\$424	\$441
Girls' Head Varsity Lacrosse	12	\$408	\$424	\$441
Girls' Head Varsity Softball	10-13	\$408	\$424	\$441
Girls' Head Varsity Track	10			
Girls' Head Varsity Cross Country	10	\$408	\$424	\$441
<b><u>VARSITY</u></b>				
Boys' and Girls' Varsity Indoor Track	12-13	\$392	\$408	\$424
Boys' and Girls' Varsity Golf	9-12	\$392	\$408	\$424
Boys' Varsity Tennis	10-12	\$392	\$408	\$424
Girls' Varsity Tennis	8	\$392	\$408	\$424
<b><u>ASSISTANT VARSITY</u></b>				
Boys' Asst. Varsity Football	13	\$368	\$383	\$398
Boys' Asst. Varsity Lacrosse	12	\$368	\$383	\$398
Girls' Asst. Varsity Lacrosse	12	\$368	\$383	\$398
Boys' Head Jr. Varsity Football	13	\$342	\$356	\$370
Boys' Head Jr. Varsity Lacrosse	12	\$342	\$356	\$370
Boys' Jr. Varsity Basketball	14	\$342	\$356	\$370
Boys' Jr. Varsity Wrestling	14	\$342	\$356	\$370
Boys' Jr. Varsity Baseball	12	\$342	\$356	\$370
Boys' Jr. Varsity Soccer	10	\$342	\$356	\$370
Girls' Jr. Varsity Soccer	10	\$342	\$356	\$370
Girls' Jr. Varsity Volleyball	14	\$342	\$356	\$370
Girls' Jr. Varsity Basketball	14	\$342	\$356	\$370
Girls' Jr. Varsity Softball	10-13	\$342	\$356	\$370

SPORT	APPROX. WKS. OF	2005-06	2006-07	2007-08
<u>ASSISTANT JR. VARSITY</u>				
Boys' Asst. Jr. Varsity Football	13	\$330	\$343	\$357
Boys' Asst. Jr. Varsity Lacrosse	12	\$330	\$343	\$357
<u>HEAD JUNIOR HIGH</u>				
Boys' Head Jr. High Football	9	\$304	\$316	\$328
Boys' Head Jr. High Wrestling	10	\$304	\$316	\$328
Boys' Head Jr. High Basketball	10	\$304	\$316	\$328
Girls' Head Jr. High Basketball	10	\$304	\$316	\$328
<u>JUNIOR HIGH</u>				
Boys' Jr. High Cross Country	8	\$304	\$316	\$328
Boys' Jr. High Lacrosse	10	\$304	\$316	\$328
Boys' Jr. High Baseball	10	\$304	\$316	\$328
Boys' Jr. High Baseball	10	\$304	\$316	\$328
Boys' Jr. High Soccer	7-8	\$304	\$316	\$328
Boys' Jr. High Track	10	\$304	\$316	\$328
Girls' Jr. High Soccer	8	\$304	\$316	\$328
Girls' Jr. High Volleyball	10	\$304	\$316	\$328
Girls' Jr. High Track	10	\$304	\$316	\$328
Girls' Jr. High Softball	10	\$304	\$316	\$328
<u>ASSISTANT JUNIOR HIGH</u>				
Boys' Asst. Jr. High Football	9	\$281	\$292	\$304
Boys' Asst. Jr. High Wrestling	10	\$281	\$292	\$304
Boys' Asst. Jr. High Basketball	10	\$281	\$292	\$304
Boys' Asst. Jr. High Lacrosse	10	\$281	\$292	\$304

Any post season competition will add to the compensation of any coach directly involved in the preparation and coaching for a post season competition. The amount of additional compensation will be equal to the coach's weekly salary times the number of full weeks of post season competition. Should any additional coaching time not be a full week, the weekly salary will be prorated by 1/6 for each day worked.

**APPENDIX A-3**  
**ADVISORS, DEPARTMENT CHAIRPERSONS, TEAM LEADERS, ETC.**

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
DRAMATICS	\$5,833	\$6,067	\$6,309
STAGE	\$8,417	\$8,753	\$9,104
PHOTOGRAPHIC ADVISOR	\$1,491	\$1,551	\$1,613
SCHOOL STORE	\$2,271	\$2,362	\$2,457
DEPARTMENT CHAIRPERSONS	\$2,335	\$2,428	\$2,525
(per teacher in department)	\$185	\$193	\$200
TEAM LEADER	\$1,567	\$1,630	\$1,695
MOCK TRIAL COACH	\$2,113	\$2,198	\$2,286
ADVISOR TO MUSICAL PLAYERS CLUB	\$2,227	\$2,316	\$2,408
ORCHESTRA DIRECTOR FOR MUSICAL	\$1,055	\$1,097	\$1,141
VOCAL DIRECTOR FOR MUSICAL	\$1,055	\$1,097	\$1,141
CHOREOGRAPHIC ADVISOR TO MUSICAL	\$1,055	\$1,097	\$1,141
ADVISOR TO DANCE CLUB	\$1,055	\$1,097	\$1,141
WRESTLING CHEERLEADER ADVISOR	\$1,595	\$1,659	\$1,726
FOOTBALL/BASKETBALL CHEERLEADER ADVISOR	\$3,085	\$3,208	\$3,336
SENIOR CLASS CO-ADVISOR	\$756	\$786	\$818
SENIOR CLASS CO-ADVISOR	\$756	\$786	\$818
JUNIOR CLASS ADVISOR	\$810	\$843	\$876
SOPHOMORE CLASS ADVISOR	\$737	\$767	\$798
FRESHMAN CLASS ADVISOR	\$654	\$680	\$708
EIGHTH GRADE CLASS ADVISOR	\$348	\$362	\$377
SEVENTH GRADE CLASS ADVISOR	\$348	\$362	\$377
SIXTH GRADE CLASS ADVISOR	\$348	\$362	\$377
HONOR SOCIETY (High School)	\$419	\$436	\$453
HONOR SOCIETY (Middle School)	\$419	\$436	\$453
STUDENT COUNCIL (High School)	\$695	\$723	\$751
STUDENT COUNCIL (Middle School)	\$556	\$579	\$602
NEWSPAPER ADVISOR (High School)	\$1,176	\$1,223	\$1,272
NEWSPAPER ADVISOR (Middle School)	\$419	\$436	\$453

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
YEARBOOK FINANCIAL ADVISOR	\$1,176	\$1,223	\$1,272
YEARBOOK ADVISOR - PRODUCTION	\$2,664	\$2,771	\$2,882
YEARBOOK ADVISOR - (Middle School)	\$279	\$290	\$301
YEARBOOK LIASON (Ramsdell/Elbridge)	\$279	\$290	\$301
JAZZ ENSEMBLE	\$866	\$901	\$937
FIELD BAND DIRECTOR	\$5,616	\$5,841	\$6,074
VARISITY CLUB ADVISOR	\$419	\$436	\$453
ADVANCED PLACEMENT	\$1,176	\$1,223	\$1,272

\*New positions beginning 1999-2000 school year



**APPENDIX A-4**  
**SALARY SCHEDULE FOR REGISTERED NURSES**

	<b>2005-06</b>
1	\$24,000
2	\$24,300
3	\$24,600
4	\$24,971
5	\$25,166
6	\$25,360
7	\$25,555
8	\$25,749
9	\$25,944
10	\$26,138
11	\$26,333
12	\$26,527
13	\$26,722
14	\$26,916
15	\$27,111

1. Registered nurses may be required to work up to three (3) days at some time during the summer session to be scheduled through mutual agreement between the school nurse and the building principal. Such time worked shall be compensated at a prorated hourly/per diem rate based on the above schedule and a 184 day work year.

**APPENDIX C-1**

**JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT  
REQUEST FOR PERSONAL LEAVE**

(Submit in duplicate one week in advance whenever possible)

DATE \_\_\_\_\_

NAME \_\_\_\_\_

SCHOOL \_\_\_\_\_

DATE(S) ON WHICH PERSONAL LEAVE  
REQUESTED \_\_\_\_\_

NUMBER OF DAYS PERSONAL LEAVE TAKEN IN CURRENT YEAR  
\_\_\_\_\_

APPLICATION RECEIVED

\_\_\_\_\_  
Building Principal or Immediate Supervisor

\_\_\_\_\_  
Signature of staff member

DATE FORWARDED \_\_\_\_\_

\_\_\_\_\_  
Approval of Superintendent of Schools

**APPENDIX C-2**

**JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT**  
**SICK LEAVE BANK AUTHORIZATION FORM**

I, \_\_\_\_\_, hereby authorize the District to place one (1) day of my sick leave in the Sick Leave Bank. It is my understanding that I will be eligible to draw upon the Bank through written application to the Board of Education.

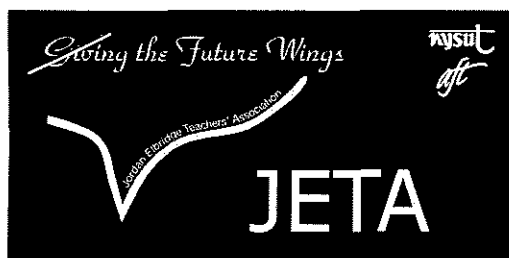
---

Bargaining Unit Member's Signature

---

Date

cc: Bargaining Unit Member  
JETA  
Sick Bank



**JETA**

**Jordan-Elbridge Teachers' Association**

Chappell Street • Jordan, NY 13080-1150  
315 • 689-3938

## **Memorandum of Agreement**

Re: Retirement Incentive changes effective beginning with the 2006-2007 school year

Date: July 27, 2006

### **Article XIX**

#### **G. Early Retirement Incentive**

1. Any bargaining unit member of the Jordan Elbridge Teachers' Association who meets all of the following eligibility requirements set forth below, shall be entitled to the Early Retirement Incentive (ERI).
2. Bargaining Unit Members must have completed a minimum of fifteen (15) years of full-time service in the Jordan Elbridge Central School District by their retirement date, to be eligible for the ERI.
3. The Bargaining Unit Member must submit a letter of retirement and request the ERI on or *before February 15<sup>th</sup> immediately prior to the date on which the member will retire from teaching.* In the event of disability, the February 15<sup>th</sup> date shall be waived, but all other eligibility criteria must be met.
4. The Bargaining Unit Member must retire from the Jordan Elbridge Central School District at the conclusion of the school year following the February 15<sup>th</sup> notification.
5. At the District's discretion, the District may limit the number of people offered the incentive to Fifteen (15), based on seniority, so as not to jeopardize the educational integrity of the District. *If more than Fifteen (15) apply for the ERI, than those not eligible the first year shall be considered "first eligible" in the following year.*

#### **Eligibility Requirements (Full TRS Benefits)**

1. Any Bargaining Unit Member who qualifies for undiminished benefits through the New York State Teachers' Retirement System, and who submits an irrevocable letter of retirement with the Superintendent by February 15<sup>th</sup> of the school year eligible.
2. Only Tier I and II Bargaining Unit Members shall be provided the option of using the New York State Teachers' Retirement Enhancement (Maximum of 2 years of service credit) in order to meet eligibility to retire with undiminished benefits.

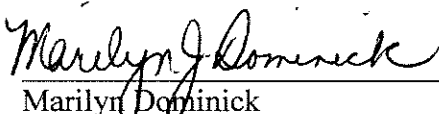
3. Bargaining Unit Members who fail to meet the requirements or deadlines outlined above will forfeit their right to receive the ERI.

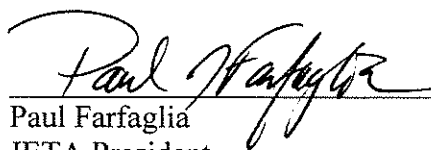
### **Incentive**

1. Those Bargaining Unit Members who retire in their first or second year of eligibility shall be entitled to thirty percent (30%) of their final year's salary, as designated in the salary agreement, but not to exceed \$16000.
2. It is understood that the ERI benefit will not exceed the teacher's salary minus the amount of step 6B.
3. Bargaining Unit Members eligible to include the ERI as part of their 5 year final average salary shall receive payment by June 30<sup>th</sup> of their final year. *Members not eligible to include the ERI in their final average salary shall receive payment in two equal sums, by June 30<sup>th</sup> of the year in which they retire, and by June 30<sup>th</sup> of the following year.*
4. *The District agrees that if the State incentive is given, and the District chooses to participate in the State program, that the teacher may choose between the state or local incentive, if that position is targeted by the District. It is understood that should the State change the State incentive, then the District shall apply all appropriate changes needed to conform to the new incentive.*
5. Language regarding payment for unused sick time shall remain in effect, and payments shall be added to the ERI.

### **Tax Sheltering**

1. *The District and the Jordan Elbridge Teachers Association agree that the monies from both the ERI and the unused sick days will be remitted through a mutually agreed upon 403b provider.*

  
Marilyn Dominick  
Superintendent of Schools

  
Paul Farfaglia  
JETA President